



**Purchasing Division  
200 W. Willis Street  
Leander, TX 78641  
[www.leandertx.gov](http://www.leandertx.gov)**

Solicitation #S15-007

## **REQUEST FOR PROPOSAL COMPREHENSIVE PLAN UPDATE**

Responses Due: November 7, 2014



**REQUEST FOR PROPOSAL  
COMPREHENSIVE PLAN UPDATE**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, (Respondent), to provide a range of consulting, planning and technical services to update the City’s Comprehensive Plan, herein “Project”.

The City seeks written proposals for services to update its Comprehensive Plan. This is a major five (5) year update to the plan which was last updated in 2009.

Services shall include but not be limited to: community engagement, research and consultation on best practices, meeting facilitation, document drafting, mapping, creation of supporting graphics, statistical analysis, and presentations to elected and appointed officials. The successful Respondent shall present a completed comprehensive plan update to the Leander Planning and Zoning Commission and City Council for adoption.

The intent of this project is to update the comprehensive plan to reflect the community's vision for its future growth and development and to preserve and enhance the quality of life in Leander.

2. **BACKGROUND:** The City Charter establishes comprehensive planning as a mandate in Article X, Section 10.02 which reads:

*The council shall adopt and maintain a comprehensive plan, and all public and private development shall conform with the adopted comprehensive plan, or the applicable elements or portions thereof. The comprehensive plan may be amended at any time and shall be reviewed and considered for amendment or revision every five (5) years.*

*The comprehensive plan adopted by ordinance shall constitute the master and general plan for the development of the city. The comprehensive plan shall contain the council’s policies for growth, development and beautification of the land within the corporate limits and the extraterritorial jurisdiction of the city, or for geographic portions thereof including neighborhood, community or area wide plans. The comprehensive plan may include the following elements: (1) a future land use element; (2) a traffic circulation and/or mass transit element; (3) a wastewater, solid waste, drainage and potable water element; (4) a conservation and environmental resources element; (5) a recreation and open space element; (6) a housing element; (7) a public services and facilities element, which shall include but not be limited to a capital improvement program; (8) a public buildings and related facilities element; (9) an economic element for commercial and industrial development and redevelopment; (10) a health and human service element; and such other elements as are necessary or desirable to establish and implement policies for growth, development and beautification within the city, its extraterritorial jurisdiction, or for geographic portions thereof, including neighborhood, community, or area wide plans. The council may provide for financing of all elements contained in the comprehensive plan in accordance with law.*

*The several elements of the comprehensive plan shall be coordinated and be internally consistent. Each element shall include policy recommendations for its implementation and shall be implemented, in part, by the adoption and enforcement of appropriate ordinances and*

*regulations governing land development, and such ordinances and regulations governing the development and use of land may be as comprehensive and inclusive as the council may, in its discretion, from time to time determine necessary, desirable and not in conflict with state or federal law.*

The City last completed a major update in 2009 and has adopted subsequent updates to the individual elements including recent updates to the Transportation Plan and Future Land Use Plan.

The City is experiencing rapid growth and desires to update the comprehensive plan to ensure that new development is consistent with the community's vision.

3. **ESTIMATED COMPENSATION:** The estimated compensation for providing the services and deliverables specified herein is expected to be approximately \$150,000.
4. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City's website by visiting <http://www.leandertx.gov/rfps>.
  - 4.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:  
  
Joy Simonton  
Purchasing Agent  
City of Leander  
Telephone: 512-528-2730  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)  
  
The individual listed above may be contacted by telephone or visited for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.
6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
  - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the preparation of municipal comprehensive plans.
  - 6.2. Respondents shall have experience creating and updating comprehensive plans for municipalities in the State of Texas.

- 6.3. In order to assure the City does not encounter shipping delays, service delays or other unforeseen problems that can occur with out-of-area or foreign vendors, Respondent shall be located within:

☐ 60 Miles from Leander, Texas 78641

☐ 120 Miles from Leander, Texas 78641

☒ United States

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation.

- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

8.1. Proposed Fee	20 Points
8.2. Project Team Qualifications	40 Points
8.3. Proposed Approach to the Project	20 Points
8.4. Work Samples	20 Points

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:

- 9.1.1. Solicitation document, attachments and exhibits;
- 9.1.2. Solicitation addendums, if applicable;

- 9.1.3. City's Definitions, Terms and Conditions;
- 9.1.4. Successful Respondent's submission.
- 9.2. The initial term of the resulting agreement shall be determined by the proposed and agreed upon Project timeline.
- 9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 9.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
- 10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted.
- 11. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
- 12. **DELIVERY AND ACCEPTANCE:** Acceptance inspection of each deliverable should not take more than thirty (30) working days. The vendor will be notified within this time frame if the goods delivered are not in full compliance with the specifications. If any agreement or purchase order is canceled for non-acceptance, the needed good may be purchased elsewhere and the vendor may be charged full increase, if any, in cost and handling.
- 13. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
  - 13.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
  - 13.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
  - 13.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
  - 13.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.
- 14. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**PART II**

**SCHEDULE**

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

1.1. Solicitation released	<b>October 16, 2013</b>
1.2. Pre-Solicitation Meeting	<b>October 27, 2014</b>
1.3. Deadline for questions	<b>October 29, 2014</b>
1.4. City responses to all questions or addendums	<b>October 30, 2014</b>
1.5. Responses for solicitation due at or before <b>3:00 PM</b>	<b>November 7, 2014</b>

**All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A non-mandatory pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

**October 27, 2014 at 3:00 PM CT  
City of Leander  
Pat Bryson Municipal Hall  
201 N. Brushy Street  
Leander, TX 78641**

**Call In Participation: (712)-432-1500 access code: 632390#**

- 2.1. The City considers this pre-solicitation meeting **non-mandatory**.
- 2.2. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.
3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**FedEx, UPS or Hand Deliver to:**

**City of Leander  
Purchasing Department  
200 W. Willis  
Leander, Texas 78641**

**Mail to:**

**City of Leander  
Purchasing Department  
PO Box 319  
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.
- 4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and **“DO NOT OPEN”**.
- 4.3. Facsimile or electronically transmitted responses are **not acceptable**.
- 4.4. Late responses will be returned to Respondent unopened if return address is provided.
- 4.5. Responses cannot be altered or amended after opening.
- 4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City may:
  - 5.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
  - 5.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
  - 5.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
  - 5.4. If negotiations are successful, enter into an agreement or issue a purchase order.
  - 5.5. If not successful, formally end negotiations with that Respondent. The City may then:
    - 5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
    - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - 5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
6. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
  - 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

### **PART III**

#### **SPECIFICATIONS**

1. **SCOPE:** The intent of this project is to complete a major five (5) year update to the City's Comprehensive Plan.

Successful respondent shall engage the community and provide research and advice on best practices throughout the Project. Projected demographic and economic trends and their associated implications on land use and public services shall be considered throughout the process.

Services shall include but not be limited to: community engagement, research and consultation on best practices, meeting facilitation, document drafting, mapping, creation of supporting graphics, statistical analysis, and presentations to elected and appointed officials.

The successful Respondent shall present a completed comprehensive plan update to the Leander Planning and Zoning Commission and City Council for adoption.

2. **ISSUES FACING LEANDER:** Respondent shall demonstrate in their response their knowledge and understating of the issues facing the City of Leander and how those issues are relevant to the update of the comprehensive plan.
3. **COMPREHENSIVE PLAN ELEMENTS:** The existing elements of the Comprehensive Plan to be updated include:

- 3.1. Community Vision and Goals
- 3.2. Community Profile and Demographics
- 3.3. Land Use
- 3.4. Transportation
- 3.5. Implementation (Including 5 year Capital Improvement Program)

Additional Comprehensive Plan elements to be integrated into the document but which are already updated or in the process of being updated include:

- 3.6. Parks, Recreation and Open Space
- 3.7. Utilities to include Water, Wastewater, Storm Water and Solid Waste
- 3.8. Public Safety to include Police and Fire

New elements that have not previously been adopted, but which the City desires to be included in this update include:

- 3.9. Economic Development
- 3.10. Housing
- 3.11. Health and Human Services
- 3.12. Public Buildings and Facilities

4. **DELIVERABLES:** The successful Respondent shall provide the City with the following deliverables:

- 4.1. Community Engagement and Facilitation Aids
  - 4.1.1. Facilitation aids shall foster public outreach and citizen participation and shall include but not be limited to meetings, mailings, surveys, websites, and social media.
- 4.2. Meeting Presentations and Graphics



- 4.3. Meeting Summaries
- 4.4. Plan Elements
  - 4.4.1. Professionally written and edited text;
  - 4.4.2. Maps and graphics;
  - 4.4.3. Charts and graphs.
- 4.5. Final Updated Comprehensive Plan Document
  - 4.5.1. Twenty (20) bound hard copy submissions;
  - 4.5.2. One (1) Electronic submission;
  - 4.5.3. All electronic files in native software formats editable by the City.
- 5. **PROJECT SCHEDULE:** The City seeks completion of the Project with a presentation to the City Council no later than June 2015. City staff has created the following schedule as a guideline to communicate the anticipated activities necessary to complete the Project on time but seeks the Respondent's scheduling recommendations as well.

Consultant Selection	November 2014
Project Kick-Off	December 2014
Data Collection	December - January 2014
Citizen Steering Committee Collaboration	Throughout project
Public Outreach and Input Sessions	February – March 2015
Document Drafting	March – April 2014
Public Hearings	April – May 2014
Project Close and Presentation	May – June 2015
- 6. **TEAM STAFFING REQUIREMENTS:** Respondent shall present qualifications for the proposed Project team. Qualifications shall include resumes and specific examples of similar projects completed in the past three (3) years by the members proposed to be on the Project team.
  - 6.1. Project Manager shall have completed no less than five (5) similar projects within the past three (3) years;
  - 6.2. Project Manager and all project team members may not be substituted or changed throughout the term of the agreement without the written approval of the City for the requested change;
  - 6.3. Solicitation response shall include on CD a minimum of three (3) completed and adopted Comprehensive Plan documents completed by the Project Manager for other municipalities.

## **PART IV**

### **RESPONSE REQUIREMENTS**

- 1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed thirty (30) pages** in length (excluding title page, index/table of contents, work sample attachments (on CD) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11"

sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission."

**Failure to provide a CD may result in disqualification for award.**

If supplemental materials are included with the Response, each CD must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

TAB #1

1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.

1.2.1. Briefly state your firms understanding of the services to be performed and make a positive commitment to provide the services as specified.

1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.

1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

1.4. Project Team Experience – Provide detailed information on the proposed project team.

1.4.1. Respondent shall identify the project team and provide a statement of qualifications for those individuals to include education, professional registrations and area of expertise and years of service in the respective field. The Project Manager shall be identified as well as the role of each individual team member. An organizational chart of the proposed project team shall be included.

1.4.2. Respondent shall identify any sub-contractors along with their expected services to the City for the scope of work on behalf of the firm. Qualifications of any sub-contractors shall be included as specified in Section 1.4.1 and the sub-contractors shall be shown in the organizational chart.

1.4.3. Provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities that have utilized similar services from your organization, including the proposed Project Manager, within the last three (3) years. Include a brief overview of the work performed with, at a minimum, a short description of the services provided, including total fee and methodology used for the projects. City of Leander references are not applicable. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

TAB #4

1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm.

TAB #5

1.6. Issues Facing Leander – Respondent shall demonstrate their understanding of the unique issues facing the City of Leander and how those issue will impact the update to the comprehensive plan.

TAB #6

1.7. Methodology and Approach – Respondent shall describe the method and approach to be used in the comprehensive plan update. Specifically describe the following:

- community engagement strategies, tools and techniques
- how the citizen and staff steering committees will be utilized throughout the project
- meeting facilitation tools and techniques
- the process for drafting and revising the individual plan elements
- the types of maps and graphics proposed to be used
- any unique techniques that your team has successfully utilized on similar projects

TAB #7

1.8. Timeline – Respondent shall provide a detailed proposed schedule for the complete project as per the specifications contained herein.

TAB #8

1.9. Cost Proposal – Respondent shall include a cost proposal to provide services as described herein.

1.9.1. Cost proposal shall include an itemized not-to-exceed fee schedule to include travel and material expenses for each phase of the project as follows:

- Phase 1 - Project initiation and data gathering
- Phase 2 - Community engagement
- Phase 3 - Document production
- Phase 4 - Plan adoption

1.9.2. Provide a fee schedule for additional services which should include, at a minimum, the hourly rate for each team member and sub-contractor, reimbursable costs, and any other costs that may be required to complete additional services.

1.9.3. Fees shall be paid based on percentage of completion throughout the project. Payment schedule shall be negotiated upon award.

1.9.4. City shall require that 10% of the negotiated fee is retained until completion of project to City's satisfaction.

1.9.5. City shall reimburse successful Respondent for required travel at GSA per diem rates. Other requirements and restrictions may apply.

TAB #9

1.10. Work Samples – Respondent shall include on CD a minimum of three (3) completed and adopted Comprehensive Plans completed for other similar municipalities by the proposed Project Manager.

TAB #10

1.11. Industry Awards – Respondent shall provide information on professional awards or recognition received for previously completed comprehensive plans by the proposed Project Manager.

**PART V**

**CONFIDENTIALITY OF CONTENT**

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.